

**CITY OF EL PASO, TEXAS**  
**Agenda Item Department Head's Summary Form**

**DEPARTMENT:** Fire Department

**AGENDA DATE:** July 7, 2009

**CONTACT PERSON/PHONE:** Chief Calderazzo / 771-1000 *h/c*  
Terrence Freiburg, Purchasing Manager, 541-4313

**DISTRICT(S) AFFECTED:** ALL

**SUBJECT:**

**APPROVE** a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the Purchasing Manager be authorized to issue a Purchase Order (s) to R.E. Thomason General Hospital in the estimated annual amount of \$75,000 to purchase Medical Supplies and Pharmaceutical Drugs. The Purchase(s) will be in conjunction with the ongoing Interlocal Agreement/ Resolution (Contract# 2000-153 Pharmaceutical Supplies) between the City of El Paso and the El Paso County Hospital District (R.E. Thomason General Hospital).

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

It would be beneficial for the City to purchase the Medical Supplies and Pharmaceutical Drugs via the Interlocal Agreement in order to maintain adequate necessities for the El Paso Fire Department. Due to the continuation of population growth in the El Paso Region, such supplies would be required to provide emergency medical pre-hospital treatment and to furnish definitive care in a timely and responsible manner.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

N/A

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Amount: \$75,000 Fund: 01101; Dept ID: 22010320; Account: 503112; Project: N/A

**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** \_\_\_\_\_

(Example: if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:** \_\_\_\_\_

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

FINANCIAL SERVICES, PURCHASING DIVISION

DATE: June 16, 2009

TO: Municipal Clerk

FROM: Terrence Freiburg

Deniese Baisley

Purchasing Manager

Procurement Analyst

Please place the following item on the Consent Agenda for the

Council Meeting of July 7, 2009

Item should read as follows: Request that the Purchasing Manager, Financial Services, Purchasing Division, be authorized to issue a Purchase Order to El Paso County District Hospital dba Thomason Hospital to purchase medical supplies in the amount of \$75,000.00. In conjunction with the ongoing Interlocal Agreement dated April 30, 1989 between the City of El Paso and the El Paso County Hospital District (R.E. Thomason General Hospital).

Award amount is \$75,000.00

Funds available in: 22010320-503112-01101

Funds available in: General Funds

Total Amount \$75,000.00

Fire Department

SPECIAL INSTRUCTIONS: \_\_\_\_\_

Municipal Clerk's Use

ITEM NO. \_\_\_\_\_

## R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to execute an Interlocal Agreement between the EL PASO COUNTY HOSPITAL DISTRICT and the CITY OF EL PASO, for the purchasing of medical supplies for its Department of EMS, for the term commencing May 1, 1989 through April 30, 1990, charges to be billed monthly.

ADOPTED this 25th day of April, 1989.

ATTEST:

Carole Hunter  
Clerk

Joseph W. Ryan  
Mayor

APPROVED AS TO FORM:

Cathy M. Barnes  
Assistant City Attorney

HLTH5/005a

THOMASON  
SUPPLY CONTRACT

STATE OF TEXAS  
COUNTY OF EL PASO

)  
)  
)

INTERLOCAL AGREEMENT

WHEREAS, the Interlocal Cooperation Act, VATS, Article 4413(32c) allows the City of El Paso, Texas (City) to contract with the El Paso County Hospital District of El Paso, Texas (District) to perform governmental functions, including providing for the public health and welfare and administrative functions normally associated with the routine operation of government, including purchasing; and

WHEREAS, the City requires assistance of District in purchasing medical supplies for its Department of Emergency Medical Services (EMS); and

WHEREAS, it is in the best interests of the citizens of El Paso to purchase medical supplies from District because it has been unable to secure a bid response to its bid solicitation for medical supplies and District is able to purchase medical supplies at below normal cost and to provide medical supplies efficiently to the City, through its Department of EMS;

NOW, THEREFORE, it is agreed as follows:

1. The District shall, to the extent that it has such items in hand or can obtain them with reasonable efficiency, provide the City with medical supplies, drugs and central supply items, as and when requested by the City's Department of EMS, through the District's normal requisition procedures. EMS agrees to use the District's standard supply acquisition forms and the District agrees to supply forms for the City's use upon request.

Rec'd: 5/18/87

(5X)

2. The District shall charge the City for all medical supplies, drugs and central supply items at cost, plus 10%.

3. The charges under this contract will be billed by the District to the City on a monthly basis. Payment by the City for items supplied shall be due not later than ten (10) days after receipt of invoice, from current revenues available to the City. The District agrees to maintain accurate records of all requests made by the City for medical supplies, and upon reasonable notice and request by the City to the District, the City may inspect and audit the District's records pertaining to the purchase of medical supplies under the terms of this contract. Any inspection or audit of the District's records shall not unreasonably interfere with the normal conduct of the District's business.

~~4.~~ 4. It is agreed by both the District and the City that the term of this contract will be from the 1st day of May, 1989 until the 30th day of April, 1990. This agreement shall automatically renew for a period of one year from the date of termination hereof, and shall automatically renew annually thereafter for a period of one year and shall continue in full force and effect unless notice of termination is given in accordance with paragraph 6 of this agreement.

5. The District agrees to indemnify and hold the City harmless from any claim, cause of action or liability arising out of the City's performance under the terms of this contract, to the extent allowed by law. The City agrees to indemnify and hold the District harmless from any claim, cause of action or

liability arising out of the District's performance under the terms of this contract, to the extent allowed by law.

\* 6. This contract may be terminated by either party upon thirty (30) days written notice to the other party and may be modified only with the duly executed written consent of both parties.

7. If any provision of this agreement shall be held to be illegal or invalid, it shall not affect the legality or the validity of any other provision hereof, and the illegal or invalid portion shall be considered never to have been incorporated herein, but all other provisions shall continue.

8. This contract constitutes the entire agreement between the parties and is entered into in the City of El Paso, County of El Paso, State of Texas and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

9. District statements shall be sent to the City at the following address:

City Comptroller  
City of El Paso  
Two Civic Center Plaza  
El Paso, Texas 79901-1196

and City payments shall be made to the District at the following address:

R. E. Thomason General Hospital  
Business Office  
4815 Alameda  
El Paso, Texas 79905

10. Notice of termination or desire to renegotiate shall be sent by the City to:

R. E. Thomason General Hospital  
Mr. Gonzalo Rodriguez,  
Director of Support Services  
Purchasing Department  
4815 Alameda Avenue  
El Paso, Texas 79905

Notice of termination or desire to renegotiate shall be  
sent by the District to:

William Brown, Chief  
Department of EMS  
222 S. Campbell  
El Paso, Texas 79901

SIGNED and AGREED to this 25<sup>th</sup> day of April, 1989.

ATTEST:

Carole Hunter  
City Clerk

THE CITY OF EL PASO

By: Sam Hank Kop  
Mayor

ATTEST:

[Signature]  
Secretary, Board of Trustees -  
El Paso County Hospital  
District

EL PASO COUNTY HOSPITAL DISTRICT

By: [Signature]  
Chairperson, Board of Trustees

APPROVED AS TO FORM:

Cathy M. [Signature]  
Assistant City Attorney

APPROVED AS TO CONTENT:

William Brown  
William Brown, Chief  
Department of EMS  
City of El Paso

[Signature]  
Kenneth R. Carr, Attorney  
for Board of Managers  
El Paso County Hospital  
District